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ABSTRACT

Since collective bargaining is a practice that is growing even more rapidly in community colleges than in other areas of higher education, the concepts involved in bargaining and contracts are of particular interest to community colleges. Contracts differ from policies in that contracts require the approval of all parties, who are considered relatively equal, while policy regulations do not. Collective bargaining changes the traditional collegial governance pattern by making faculty members employees, an arrangement under which they have more decision-making power. Collective bargaining also induces a change in management relationships among administrators because many of the interests of administrators below the rank of president are not represented in the bargaining. The employee bargaining unit is composed of instructors, counselors, librarians, coordinators and, frequently, chairpersons. The inclusion of certain nonacademic employees is dependent upon the need for influence and revenue and the possible assignment of nonprofessionals to classes during a strike. The employer bargaining unit usually consists of members of the governing board. The employees' position that anything is open for negotiation usually prevails over the employers' position that negotiable items are restricted. Definitions of management rights differ, but the agreement itself necessarily diminishes these rights. Contract statements of employee association rights are much more detailed. Workload formulas and grievance procedures are important points in agreements, and most contracts contain no strike/no lockout pledges. (KM)

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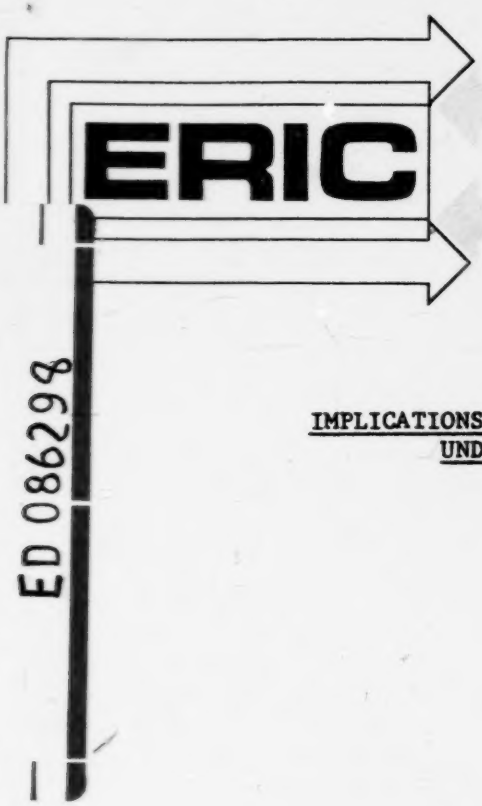


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# IMPLICATIONS FOR COMMUNITY COLLEGE GOVERNANCE UNDER COLLECTIVE BARGAINING

by

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## INTRODUCTION

During the last two or three years collective bargaining has become an educational concern almost as important as financing and enrollment. After a slow start in the middle Sixties collective bargaining is making headway in the community colleges at a faster pace than in other segments of higher education. Over two hundred colleges in 16 states and the District of Columbia are covered by collective bargaining agreements (The Chronicle of Higher Education, 1973). If states with collective negotiation, that is, so called "meet and confer" laws are included the number of states and colleges would double.

The number of colleges covered by agreements will increase as states enact legislation giving faculty the right to negotiate. Last year, Oregon joined the states permitting collective bargaining; a bill passed the California legislature for the first time but was vetoed by the governor. Most observers believe such a law will be enacted in the next session. In December 1973, the Florida Supreme Court appointed an advisory commission to draw up guidelines for implementing the constitutional provision for collective bargaining for public employees (Current, 1973). The sponsor of a collective bargaining bill is a member of the commission.

Collective bargaining contracts cover all of the colleges in Minnesota, Hawaii,* the State University of New York system, New York City and Chicago; all but one of the 29 colleges in Michigan and the 21 districts (27 colleges) in Washington; all but two of the 15 colleges in New Jersey; and a large proportion of the colleges in Illinois and Wisconsin.

Although formal written contracts are not legal in many states, local boards in effect engage in a modified form of bargaining. Policy manuals adopted by the board often with a good deal of faculty participation include many of the topics usually found in collective bargaining agreements. Moreover, in an effort to stave off collective bargaining some boards match the salaries and workloads plus other benefits that are included in contracts in neighboring colleges. "Bargained agreements tend to set the pace in the areas of salary and working conditions" (Education Commission of the States, 1972).

This paper reviews a selected number of concepts relating to collective bargaining and a few provisions of contracts that have implications for the governance of the colleges.

## CONTRACTS VS. POLICIES

Contracts differ from policies in that they result from a consensus reached after a discussion between relatively equal agents--the faculty (employee) organization and the administrative (employer) organization. Ordinarily policies are administratively oriented, often initiated by

*The Hawaii faculty rejected its contract as noted in Academe, 1973.

administrators with participation by faculty. At the same time administrators and the board retain and sometimes exercise veto power. Under collective bargaining, board action is also necessary to legalize the agreement, but this is balanced by the process of similar action by the members of the employee agent. Collective bargaining agreements require action by each party; the policy regulations, most often, do not.

## EMPLOYER-EMPLOYEE VS. COLLEGIAL RELATIONSHIPS

Collective bargaining changes the collegial governance pattern by introducing the employer-employee relationship common in business and industry. In nearly every contract the faculty bargaining unit is called the employee association and the board or other administrative agency is named the employer. No euphemisms are used in this fundamental section of the contract.

This relationship contravenes the AAUP position that a faculty member is an officer of his institution rather than a hired employee or the North Central Association Commission on Institutions of Higher Education's position that "the faculty personnel are not regarded as employees occupying designated places in a hierarchy" (Campbell, 1974).

However, since this is a contract between "equals" the employees gain more decision-making power than they ever had under the old collegial pattern. Under collective bargaining the employers (the board and the administrators) are forced to share their decision-making powers with the employees represented by an independent faculty organization or one affiliated with a national organization. Collective bargaining not only infringes on many management functions, it introduces a new administrative agency--the union or faculty association--in the college organization.

## INTERNAL ADMINISTRATOR CHANGES

Collective bargaining also induces an internal change of management relationships among administrators. In the negotiating process only a few administrators participate directly. Some colleges may have pre-negotiation strategy meetings that enable administrators to express their views on possible issues that will arise; they may even prepare a rank-order priority listing of items on which the administrators have a stake. This is a viable procedure in single campus districts but in multicampus districts it is at best cumbersome. But in neither case can the inputs of administrators not on the employer negotiating team be decisive at the bargaining table. Such administrators must act through representatives who may act as resource persons to the negotiators. In general, administrator influence on the negotiations varies inversely to the number of campuses involved. When as in Minnesota, a state agency negotiates the contract, the input from the campus administrators becomes miniscule. In that state, the employer negotiating team consisted of two board members, two presidents, the chancellor, the assistant to the chancellor for personnel affairs and the state labor negotiator (Helland, 1974).

Directly or indirectly contracts affect not only the managerial responsibilities of administrators but their prerogatives, salaries, fringe benefits, tenure and right to teach during the evening. Obviously, the implementation of many of the contractual provisions falls upon the administrators from the deans to the chairpersons. They must live with the agreement for the duration of the contract which may extend up to three years; though administrators may take advantage of the provision usually included in contracts, for reopening negotiations on specific sections at the option of either party. By and large, however, the administrators especially those below the rank of president, are left in limbo (Salmon, 1972).

As a result, collective bargaining is accelerating the trend toward the reexamination of the relationships among the board, the chancellor, the president, deans and other administrators. The assumption that these officers have a common interest because they belong to the management is not warranted. Nor was it ever warranted. Collective bargaining exposes the inherent conflicts among the various groups. The board and the chancellor or chief administrative officer have a common purpose for the obvious reason that the chief administrative officer represents the board and must be responsive to the board's wishes. The other administrators are not so closely bound up with the board and the chancellor. They are employees just as are the faculty and other nonadministrative employees.

The possibility always exists that a contract that provides a large increase in faculty salaries and fringe benefits plus a reduction in workload will result in less favorable benefits for them. Also, the faculty gains in decision-making most often affect their prerogatives. A third factor is that central administrations in large single and more pronouncedly in multicampus districts tend to become more directive and less considerate of the views and concerns of the line administrators in the college(s). For these and perhaps other reasons a few administrator groups are beginning to engage in collective bargaining. While administrators below the level of the chief executive feel they have interests different from their superior, this does not mean that they wish to be included in the employee bargaining unit. They prefer a bargaining unit of their own. How extensively this view is held is not known. Only a few administrative contracts have been drawn up (Macomb County Community College, 1973; McHugh and O'Sullivan, 1971).

## BARGAINING AGENTS

As we have indicated, contracts are negotiated between two parties--the employees and the employers. It may appear supererogatory to discuss the nature or the composition of the negotiating principals. Obviously they are the faculty as represented by an organization of their choice and the board of trustees and/or its representative(s), the president, business manager, labor negotiator, etc. This may have been true in the early contracts but the situation is changing rapidly.

The employee bargaining unit may be an independent faculty association, an affiliate of one of three national organizations--American

Asspciation of University Professors, the American Federation of Teachers (AFL-CIO), the National Education Association, a united AFT-NEA affiliate, or a consortium of three or more organizations.

The employer bargaining units may be a local community college governing board, state community college governing board, city or state governing board of higher education, a university governing board or a county governing unit. Under New York State law the employer is the sponsor of the community college; in the Schenectady contract for example, it is the County of Schenectady, not the college board of trustees (McHugh and O'Sullivan, 1971).

## COMPOSITION OF THE EMPLOYEE BARGAINING UNIT

In general the employee bargaining unit represents the employees and the employer bargaining unit represents the administrators and other employees. Strictly speaking the employer bargaining unit represents or is responsible for all employees, but in the negotiating process the employer does not in reality represent the employees in the employee bargaining unit. It is obvious that the employees put their interests in the hands of the leaders of their bargaining unit.

Classroom instructors still comprise the core of the bargaining unit but very early in the development of collective bargaining, counselors, librarians and coordinators were added. Part time instructors are included in some, excluded in others; as is true also for classified nonacademic employees without academic titles, degrees or credentials. Less frequently administrative or quasi-administrative officers are included.

The expansion of the categories for inclusion in the employee bargaining unit is related to the organization's need:

1. to increase its influence by incorporating as many key personnel as possible;

2. to get the revenue from dues enabling it to employ an executive secretary, to retain a lawyer, accountant, professional negotiator and other support personnel as required and to build a war chest in case of a prolonged strike;

3. to obviate the possible assignment of nonprofessional employees to classes during a strike.

The general rule promulgated by the National and State Labor Relations Boards that supervisory employees are not eligible for membership in employee bargaining units may lose some of its effect if this expansion movement continues. Moreover, as faculty gain more rights in decision-making the line between supervisory and nonsupervisory employees becomes thin; some administrators become ministerial officers who carry out policies developed at the bargaining table. This is most pronounced at the departmental or divisional level where the faculty have made their

most significant gains. Thus, chairpersons are as often as not included in the employee bargaining unit. In the Schenectady (New York) Community College contract the directors of financial aids and student activities are included but chairpersons are not; in the Lehigh County (Pennsylvania) Community College contract the financial aid officer, the dean of student affairs and chairpersons are all excluded (Schenectady Community College, 1972; Lehigh County Community College, 1972). A survey of New York colleges revealed that half included chairpersons (McHugh and O'Sullivan, 1971). The Seattle (Washington) Community College contract is indicative of the fluidity of this bargaining issue. The agreement contains a clause that an excluded category or group having common interests may be added to the bargaining unit by majority vote of those affected provided the employee bargaining unit accepts the group and it is not excluded by law (Seattle Community College, 1972).

For the employee bargaining unit the inclusion of a variety of groups raises the question of adequate representation of each group. Comparisons of gains in salary, workload, fringe benefits and other items will inevitably be made. Not much is known yet on how representation of multiple groups of employees is working out.

Employers also have a stake in the composition of the employee unit. They do not favor the inclusion of management and classified personnel.

## COMPOSITION OF THE EMPLOYER UNIT

The employer bargaining unit usually consists of the members of the governing board who have ultimate responsibility for ratifying the agreement. In some situations where funds are inadequate under existing allocations, the state legislature and the governor may become involved if legislative action is necessary to provide for implementing salary, retirement, and fringe benefits items. Where the sponsoring agent is different from the board of trustees the latter usually is involved formally or informally. Rarely is a contract submitted for ratification to the managerial staff below the chief executive.

One may consider those administrators not affiliated with the employee unit as employers; but this definition of employer would not be in conformity with the situation as it exists either in education or industry for that matter. The most that can be said for the administrators is that they comprise management as contrasted with the employees as defined in the contract. As we have indicated, the line between the two is getting thinner.

## SCOPE OF BARGAINING

An issue of great concern to the employer (the board and administrators) is the scope of items that may be negotiated. Employers (administrators) strive to restrict the topics for negotiation; the employees insist that no topic should be excluded. Employers prefer a listing of negotiable items; employees act on the assumption that every-

thing and anything is open for negotiation. In general, the employees' position seems to be prevailing over the employers'.

Basic to this issue is the question posed by an advisory committee of the Education Commission of the States "Is there really a management function in a college or university that specifically is borne by the administration and board?" (Education Commission of the States, 1972). This question not only reflects doubt but also reflects a belief that is as old as some of the earliest universities. Throughout the history of higher education this question has been repeatedly asked. By American tradition and practice the answer is "yes"; but the faculty have never really accepted the division between management and faculty. The extreme faculty position is that faculty should determine policy, that management should carry out the policies and act as a service group to the faculty.

In community colleges the faculty have rarely been in a position to assert this point of view. Management functions are a prerogative of the board and administrators. However, over the years under participatory democracy or collegiality, faculty had acquired many rights giving them individually or collectively self-determination in many areas. Probably, few if any faculty groups in the community colleges enjoy the autonomy and the freedom that university faculty members do, but during the last ten years they have come closer to the university practice and diverged farther from the secondary school practice in determining the conditions of employment: hours on campus, selection of texts and method of teaching, and other matters.

A perusal of the contracts and accounts of negotiations reveals that almost everything related to the operation of the college is subject to negotiation. Educational policy and institutional administrative direction are negotiated as well as bread and butter issues such as wages, working conditions, fringe benefits, job security and seniority rights. It is not unusual for a contract to have a table of contents and/or an index of 75 or more items. Where state laws act as a bar to the negotiation of a certain issue the contract may include a provision that the parties will work toward getting the law amended and/or if the law is amended the issue may be renegotiated. For example, in New York state where the agency shop is illegal, contracts contain a section calling for renegotiation, if the law is changed (State of New York, 1971).

## MANAGEMENT RIGHTS

The situation is in a state of flux. Administrators cling to the view that there is an area of management that can and should be defined. Nearly every contract has a section on management rights--sometimes without qualifications, often with a limitation based on the terms of the agreement. Some are broad asserting "that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law" (Hutchinson Community Junior College, 1973), or that the board "retains full authority to carry out the powers and duties granted to it by the Public Junior College Act and other applicable laws" (City College of Chicago, 1971).

In more specific terms one reserves "all the rights and responsibilities . . . which have not been specifically provided for in the Agreement" and lists seven which are not subject to prior negotiation or to the grievance and arbitration procedures. These are:

> "1. The right to classify and reclassify personnel;
>
> 2. The right to direct Employees, to determine qualifications, standards for work and to hire, promote, transfer, assign, retain Employees in positions, award tenured appointments; and to suspend, demote, discharge or take other disciplinary actions against an Employee for proper cause;
>
> 3. The right to relieve an Employee from duty because of lack of work or other legitimate reasons;
>
> 4. The right to take such action as in its judgment it deems necessary to maintain the efficiency of University operations;
>
> 5. The right to determine the means, methods and personnel by which the University's operations are to be conducted;
>
> 6. The right to take such actions as may be necessary to carry out the missions of the University in case of emergencies; and
>
> 7. The right to make rules, regulations and policies not inconsistent with the provisions of this Agreement and to require compliance therewith."
>
> However, "the employer agrees to make every reasonable effort to consult with the Union prior to effecting changes in major policies affecting personnel and labor relations. . ." (Hawaii, 1973; see also Helland, 1974).

Other contracts have a clause that the Board's authority shall be limited only by the terms of agreement. Frequently, the section on management rights is sometimes more involved. In the Allegheny contract there are essentially three parts to the paragraph:

> "1. That except as provided in the agreement the operation and management, etc. shall be fully vested in the Board and the President;
>
> 2. Nothing in the agreement shall be construed as a delegation or waiver of any powers or duties vested in the Board or any administrator;
>
> 3. All parties to the agreement shall take no action violative of any provision of the agreement" (Community College of Allegheny County, 1972).

It is obvious from these illustrations that the definition of management rights does not necessarily preserve them. The very process of negotiation and the signing of a binding agreement seem to belie the definition. Legally, the inclusion may be necessary but management rights are diminished by the agreement regardless of the wording of this section. The grievance procedures and provisions for arbitration may also indicate the limitations on management prerogatives. Moreover, the appeal to the courts for interpretation of particular provisions may be an indicator pointing to a negative judgment on the utility or effectiveness of this section of the agreement in preserving the rights of management. Probably administrators will gain more in preserving management rights by skill and sophistication at the bargaining table than by general, high sounding paragraphs in the contract.

## ASSOCIATION (EMPLOYEE UNIT) RIGHTS

The comparable section on the employee association rights is usually more detailed. While the management rights statement is general in nature and ordinarily covers about a quarter or half of a page, the employee association statement is specific and may cover from one to one and one half pages. The seven to twelve items enumerated in the section deal with rights relating to communications, use of facilities for office space and transaction of business, bulletin boards, meetings with the president, receipt of appropriate information on request, place on the agenda of public board meetings. For employees, the whole contract may be considered a definition of rights. Nearly every paragraph contains some right or privilege granted by or wrested from management.

In a few areas the employee agent makes concessions that may have far-reaching consequences for the improvement of instruction. If the sections on evaluation of faculty become operative, management may, through the procedure outlined, have a more effective means of separating unsatisfactory instructors. This may introduce a procedure that is similar to that used by other professions, e.g., legal and medical. In the Lansing contract the association also obligates itself to prevent moonlighting during the regular working hours (Lansing Community College, 1971).

## WORKLOAD FORMULAS

Workload formulas rank with salary as the major focus in collective bargaining negotiations. Instructor workloads are detailed as to number of classroom teaching hours per week and maximum class size, often with a penalty clause when these are exceeded (Oakland Community College, 1973). Where the bargaining unit is composed of others than faculty workload formulas, specify the number of hours per day and week, for each category.

Administrators who believe that other teaching technologies are better for student learning have formidable hurdles to overcome to gain faculty acceptance of them if they involve increased productivity with possible reduction in the size of the staff. New teaching technologies

when introduced are subject to controls that prevent the administration from increasing workloads. Thus, only a few contracts contain provisions for the introduction of new teaching technologies and fewer result in workload formulas that increase productivity.

In the Mercer County (New Jersey) Community College contract workloads of 600 to more than 900 weekly student contact hours are permissible. Instructors who reach these high productivity rates are compensated by reductions of teaching contact hours to 12 and 9 respectively instead of the normal 15 (Mercer County Community College, 1971). Other contracts have general statements regarding experimentation with new teaching technologies but they do not mention how an instructor's load will be determined. In most cases the experimentation seems to be an exception that requires assent by the instructor and the bargaining agent.

It is still too early to evaluate the effect of collective bargaining on curriculum and instruction. The general opinion is that change in course content and curriculum patterns is still possible as long as it does not endanger the instructor's position. A curriculum change that might result in the elimination of a program will require cooperative agreement between the administration and the bargaining agent. Contracts outline the procedures that must be followed if such a situation should arise.

More difficult to implement is a change in the teaching-learning process that might result in a reduction of staff. Such a change as introducing large class instruction, an autotutorial system with machines and programs manned by paraprofessionals will encounter serious opposition. In some contracts there is provision for such a change, but in most this is left open. A reasonable guess is that the instructors through their representative will resist efforts to introduce teaching methods that result in a reduction of force. Where provision is made for a change such as for large class teaching the instructor receives compensation in a reduced load and sometimes overload pay.

Workload provisions often include a paragraph on the responsibility of instructors to the college during a six-hour/day, five-day/week. In the Mercer contract mentioned above faculty members whose load is reduced below twelve hours are required to increase their student conference hours consonant with the reduction. One of the most explicit paragraphs on this subject is the following taken from the Lansing (Michigan) Community College contract:

> "Teaching is a profession and this demands that faculty members consider their position at the College as a full time occupation. The Association recognizes that it, too, is an advocate of this concept. If instances occur where it becomes apparent that a faculty member is violating the spirit and intent of this concept, either the Association or the administration shall make the facts known to each other and shall jointly recommend appropriate action. If the administration and the Association do not agree on the disposition of the

matter, it is then subject to the provisions of the Grievance Procedure" (Lansing Community College, 1971).

In Chicago, the provision states that a faculty member's outside employment must not be equivalent to a full time assignment. This is interpreted to mean not more than a nine/tenths assignment (City College of Chicago, 1971).

Despite these provisions, colleges (with and without collective bargaining contracts) are having difficulty preventing faculty members from working at nearby colleges or at other occupations. Disclosures of faculty members holding the equivalent of another full time job occasionally embarrass the college authorities and call into question the assertion that faculty use the extra hours of their reduced teaching loads to improve themselves and to consult with more students.

Where there is effective enforcement of the provision that faculty spend five or six hours per day on campus, the classroom teaching load is not usually increased. At best faculty are assigned other duties, often of questionable value to the college or the faculty.

Workload formulas are replete with provisions concerning faculty responsibility to attend faculty, departmental, and other meetings; participate in commencement; act as advisors of student clubs; chaperone dances, etc. Others specify the perquisites or rights of instructors to choice of classes, and to summer session, evening division and other assignments. Usually, these are distributed on the basis of seniority. A frequent paragraph describes the process for reduction in staff when warranted because of decline in enrollment or elimination of a discipline or program. In this the order is last hired, first fired.

## GRIEVANCE PROCEDURE

A prominent and a detailed feature of most agreements is the grievance procedure for handling or resolving complaints filed by the bargaining unit or one or more employees of alleged improper, unfair, arbitrary or discriminatory treatment. In essence it is a due process system that provides for an orderly process beginning at the immediate supervisory level and progressing through appeal to higher levels and in case of an impasse situation to arbitration, often to the American Arbitration Association. Time limits are set at each stage for filing grievance, responding to the complaint, appealing a decision, etc. The bargaining unit usually reserves the right to initiate or enter into a grievance procedure and appeal a decision at any step.

One of the issues still unresolved is the scope of the arbitrator's responsibility. Three major alternatives are available: fact finding, advisory arbitration, compulsory arbitration. There is no universal acceptance by either party of any of the three alternatives. The particular alternative chosen will depend upon the situation that led to an impasse.

## NO STRIKE AND NO LOCKOUT PLEDGE

In only a few states (Hawaii and Pennsylvania) are strikes authorized; in most they are prohibited. However, almost universally agreements contain a section in which the employee unit pledges not to authorize, instigate, aid, condone or engage in work stoppage or strike and if such should occur obligates itself to notify employees of the consequences of their action, to disavow the strike and order the employees back to work. On its part the employer agrees not to lockout the employees. Despite these pledges strikes or workstoppages occasionally occur. Most frequently strikes occur before the opening of school after negotiators have failed to reach agreement on one or more issues--notwithstanding anti-strike laws and court injunctions, even fines and jail sentences for faculty leaders.

## SUMMARY AND CONCLUSION

Collective bargaining upsets a long held theory of governance as a cooperative endeavor among the professional staff involving the faculty and administrators sometimes also including students and other workers. Under collective bargaining the adversary employer-employee relationship carried over from the industrial world replaces shared authority or cooperative relationship including all elements within the community.

Shared authority as defined by the AAUP means that colleges "afford to their faculty a genuine voice in all matters of educational policy and academic concern, and likewise provide adequately for the economic interests of their teaching . . . personnel." However, the AAUP acknowledged that "many institutions for a variety of reasons, fail to meet these two essential and related needs, an effective voice and proper compensation" (American Association of University Professors, 1972).

The AAUP statement implies that colleges, administrators and boards, have not been overly eager to grant faculty a large share of participation and proper compensation--the two major causes for the appearance of collective bargaining in education. The AAUP statement also indicates that the adversary relationship was not introduced by collective bargaining, that adversary relationships were common in many colleges. At best in colleges (probably universally in community colleges) faculty had only as much authority as they could obtain from the administrators or that the administrators believed they could grant without endangering their prerogatives and control. Where shared authority existed in community colleges the situation was more comparable to the company union arrangements developed in industry during the 1920's than to the idealized collegiality.

One of the major reasons boards and administrators oppose collective bargaining is that it introduces a new agency--the union or association in governance--which is able to deal with them on a more equal basis than was possible under the old system for individual faculty members or faculty associations.

Is collective bargaining inevitable? The answer is "No." Collective bargaining is far from universal in any enterprise. Some faculties are so satisfied with their working conditions that they will resist it, others are ideologically opposed to the adversary labor-management concept, others are in colleges with such a high faculty turnover that unionization is impractical as well as unproductive for a union; others are in states or colleges where organization for collective bargaining is prohibited, discouraged or repressed.

It would be unrealistic for a board of trustees and a chief administrator to exclude from their planning the probability of collective bargaining. They must observe that "since the initiative to invoke collective bargaining lies with faculty, it is questionable whether it lies within the capacity of administration to inhibit the pace" (Education Commission of the States, 1972). Pertinent also is the possibility of judicial action such as the Florida Supreme Court ruling that public employees have an absolute right to collective bargaining under the state constitution (Semas, 1973). In individual colleges, trustees and chief administrators who consider collective bargaining incompatible with the purposes and operation of a college may still have the option, in conjunction with faculty and other employees, to create an environment that would lead faculty and other employees to eschew collective bargaining. How successful they will be is a moot question. Specifically:

1. Collective bargaining has made great headway in community colleges. As more states pass legislation permitting collective bargaining more colleges will be engaged in the process. Florida, Oregon and California may be among the most active areas for collective bargaining in the next two or three years. In right-to-work states the movement toward collective bargaining is advancing more slowly than in other states.

2. Collective bargaining is essentially a thrust by faculty for participation in governance. How much participation they acquire depends upon the skill of their representatives at the bargaining table, the skill of the employer representatives and the community environment.

3. Collective bargaining is a process of negotiation between equals: the employee and the employer representatives. The employee-employer relationship contravenes the collegiality principle so long held dear in higher education.

4. Collective bargaining introduces an internal change of management relationships among administrators. Collective bargaining creates a situation which imperils the security of the second, third, etc., echelon administrators since the latter have minimal influence during negotiations on the issues negotiated. In a few colleges administrators have organized for collective bargaining. Such collective bargaining activities between administrators and the

Chancellor-President and Board of Trustees may introduce another complicating factor in this labor-management area. Will administrators affiliate with national organizations that now represent employees? During strikes by faculty will they cross picket lines?

5. The composition of the employee unit has been expanding to include not only full time teaching faculty but part time faculty, librarians, counselors, laboratory technicians, instructional resources personnel, chairpersons and non-supervisory administrators such as registrars. The employee unit may be represented by one organization or by two or more organizations through a representative group.

6. The composition of the employer unit may be a local board of trustees for one or a number of colleges in the district; a state board acting for all of the state colleges; a university board of regents acting for all of the colleges within the system; the state executive; a board of regents; a county government, or a combination of two or more.

7. Theoretically, almost everything is negotiable during collective bargaining sessions. However, many issues are still not resolved or only partially so. These include (a) definition of management functions and rights; (b) responsibility for curriculum and instruction; (c) responsibility for nature of organizational structure; (d) rights of faculty in the selection of chairpersons, deans and the president; (e) tenure; (f) faculty participation in budget allocations; (g) fact-finding, advisory or binding arbitration during impasse; (h) right to strike; and (i) implementation of affirmative action programs.

8. The faculty position is that management is the "servant" of the faculty. The leadership strives or seems to strive for a governance pattern similar to that of universities, except that it is against merit pay or promotion.

9. Management still controls the budget except that salaries which are negotiable reduce the discretionary amount to less than 50 percent. Management has the initiative in the determination of the college's functions. In some contracts there is some limitation on introducing new programs and more on eliminating or modifying old programs. In multi-campus districts, management in the central office has control of the distribution of resources among the campuses. Management also controls the administration of properties and facilities. Often administrative control of employees is asserted, but there are many restrictions on this control.

10. Collective bargaining sometimes leads to recourse to the legislature or the courts. Chicago, in the next to last contract, appealed to the courts to maintain certain manage-

ment prerogatives. This is a double edged sword.

11. Collective bargaining contracts introduce another bureaucratic organization, the employee bargaining group--a local of the AFT, NEA, AAUP or the faculty senate. The president of the group or a shop steward sees to it that the terms of the contract are carried out and acts as the instructor's representative whenever he is subject to disciplinary action or submits a grievance against an administrator. In education we may be heading toward a situation in which administrators become ministerial officers implementing provisions of contracts.

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